

EXHIBIT E

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7
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10
 11 UNITED STATES DISTRICT COURT
 12 NORTHERN DISTRICT OF CALIFORNIA
 13
 14 SAN FRANCISCO DIVISION

15 BRAND LITTLE, and ROBIN BURNS,
 16 Individually and on Behalf of All Others
 Similarly Situated,

17 Plaintiff,

18 v.

19 PACIFIC SEAFOOD PROCUREMENT,
 20 LLC; PACIFIC SEAFOOD PROCESSING,
 LLC; PACIFIC SEAFOOD FLEET, LLC;
 21 PACIFIC SEAFOOD DISTRIBUTION,
 LLC; PACIFIC SEAFOOD USA, LLC;
 DULCICH, INC.; PACIFIC SEAFOOD
 22 EUREKA, LLC; PACIFIC SEAFOOD
 CHARLESTON, LLC; PACIFIC SEAFOOD
 23 - WARRENTON, LLC; PACIFIC
 SEAFOOD - NEWPORT, LLC; PACIFIC
 24 SEAFOOD - BROOKINGS, LLC, PACIFIC
 SEAFOOD - WESTPORT, LLC; PACIFIC
 SURIMI - NEWPORT, LLC; BLUE RIVER
 25 SEAFOOD, INC.; SAFE COAST
 SEAFOODS, LLC; SAFE COAST
 26 SEAFOODS WASHINGTON, LLC;
 OCEAN GOLD SEAFOODS, INC.; NOR-
 27 CAL SEAFOOD, INC.; AMERICAN
 SEAFOOD EXP, INC.; CALIFORNIA
 SHELLFISH COMPANY, INC.; ROBERT
 28 BUGATTO ENTERPRISES, INC.;

Case No.: 3:23-cv-01098-AGT

**NON-PARTY CRYSTAL ADAMS'
 RESPONSE TO SUBPOENA**

Judge: The Honorable Alex G. Tse

1 ALASKA ICE SEAFOODS, INC.; LONG
2 FISHERIES, INC.; CAITO FISHERIES,
3 INC.; CATIO FISHERIES, LLC;
4 SOUTHWIND FOODS, LLC;
5 FISHERMEN'S CATCH, INC.; GLOBAL
6 QUALITY FOODS, INC.; GLOBAL
7 QUALITY SEAFOOD LLC; OCEAN KING
8 FISH, INC.; SOUTH BEND PRODUCTS
9 LLC; SWANES SEAFOOD HOLDING
10 COMPANY LLC; BORNSTEIN
11 SEAFOODS, INC.; ASTORIA PACIFIC
12 SEAFOODS, LLC; and DOES 29-60,

13 Defendants.

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NON-PARTY CRYSTAL ADAMS submits the following objections and responses to the subpoena served on her through counsel on April 1, 2025.

PRELIMINARY STATEMENT

In responding to the Requests, and in making available any of the information requested, Ms. Adams does not concede the truth or accuracy of any of Plaintiffs' characterizations of fact or law, the factual expressions or assumptions contained in the Requests, the propriety of any Request, or the relevance, authenticity, or admissibility of any information requested, and expressly reserves the right to object to the relevance, authenticity, and/or admissibility of such information at any point in the future. Ms. Adams' responses are not to be considered a waiver of their objections.

Ms. Adams left her employment with Hallmark Fisheries in October 2023. When she left, she took no documents with her. Any documents she had in connection with her employment with Hallmark Fisheries, including but not limited to email communications, were left at Hallmark. Moreover, at around the same time, Ms. Adams changed cell phone providers and traded in her cell phone. As a result, she lost all data, including text messages, that were saved on her cell phone.

GENERAL OBJECTIONS

The following General Objections apply to each of Ms. Adams' responses below and are incorporated into Ms. Adams' specific objections. Notwithstanding the specific response to any Request, Ms. Adams does not waive any general objections.

1. Ms. Adams objects to the Requests to the extent that they purport to impose discovery obligations on Ms. Adams broader in scope than those imposed by the Federal Rules of Civil Procedure, the Local Rules, or any other applicable law. Ms. Adams will respond to the Requests consistent with these rules and applicable laws.

2. Ms. Adams objects to the Requests to the extent that they seek information or documents protected by the attorney-client privilege, the work-product doctrine, the joint defense privilege, or any other applicable privilege, doctrine, or immunity from discovery. Ms. Adams will not produce any information subject to such privileges, doctrines, or immunities, and nothing in these responses and objections is intended to be, or in any way constitutes, a waiver of any such privilege, doctrine, or immunity. To the extent that any inadvertent production of information

1 subject to a privilege, doctrine, or immunity from discovery is made in response to the Requests,
2 such production shall not constitute a waiver of any applicable privilege or protection. Specific
3 objections to a Request on the grounds of privilege are provided below for emphasis and clarity
4 only, and the absence of a specific objection should not be interpreted as evidence that Ms. Adams
5 does not object to a Request on the grounds of privilege.

6 3. Ms. Adams objects to the Requests as unreasonably burdensome on a non-party to
7 the litigation, and no attempt has been made to obtain the documents sought from parties to this
8 litigation.

9 4. Ms. Adams objects to the Requests to the extent that they call for the creation of
10 documents that do not currently exist.

11 5. Ms. Adams objects to each of the Requests seeking “all,” “each,” “any,” “relating
12 to,” and “regarding” the referenced information or documents. Such requests are unduly
13 burdensome or expensive, seek cumulative information, and do not describe the information sought
14 with sufficient particularity. Ms. Adams will construe the terms of all Requests to request that Ms.
15 Adams use reasonable diligence to locate responsive non-privileged information and documents.

16 6. Ms. Adams objects to the Requests to the extent that they are repetitive, duplicative,
17 overly broad, seek information that may be obtained from other sources or through other means of
18 discovery that are more convenient, more efficient, more practical, less burdensome, and/or less
19 expensive, or to the extent they otherwise impose an undue burden upon Ms. Adams.

20 7. Ms. Adams objects to the Requests to the extent that they seek documents, data, or
21 information that is not within her possession, custody, or control.

22 8. Ms. Adams objects to the Requests to the extent that they seek documents, data, or
23 information that already is within Plaintiffs’ possession, custody, or control.

24 9. Ms. Adams objects to the Requests to the extent that they seek documents, data, or
25 information in the possession, custody, or control of third parties or that is publicly available, and
26 thus equally or more easily available to Plaintiffs from those sources.

27 10. Ms. Adams objects to the Requests to the extent that they are vague, ambiguous,
28 overboard, and/or unduly burdensome.

11. A response indicating that Ms. Adams will provide documents, data, or information shall not be construed as an admission that such information exists, or that it exists within her possession, custody, or control.

OBJECTIONS TO DEFINITIONS

1. Ms. Adams objects to the definition of the terms “You” or “Your” to the extent that it includes “any predecessors, successors, subsidiaries, departments, divisions, affiliates, and any organization or entity which the responding person or entity manages, controls, and any organization or entity which the responding person or entity manages, controls, or has an ownership interest in, or did manage, control, or have an ownership interest in, as well as all current and former directors, officers, employees, agents, representatives or any persons acting or purporting to act on behalf of the responding person or entity.” Ms. Adams is an individual. Her responses are limited to herself as an individual, and to no one else beyond herself. For avoidance of any doubt, Ms. Adams will not search for or produce any documents that she may have or may have received based on her current position as Executive Director, Oregon Dungeness Crab Commission. Ms. Adams will search for and produce only documents related to her prior employment with Hallmark Fisheries, whether received before or after Ms. Adams’ employment with Hallmark Fisheries.

2. Ms. Adams objects to the definition of the term “Fisher” on the grounds that the definition is vague, ambiguous, and not reasonably calculated to lead to the discovery of admissible evidence, specifically with respect to “commercial fishing” and “commercial fishing vessel” to the extent such terms are undefined terms subject to multiple interpretations.

3. Ms. Adams objects to the definition of the term "Buyer" on the grounds that the definition is overly broad, unduly burdensome, vague, ambiguous, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it includes purchases of "other fishes directly from a Fisher with the purposes of reselling the fish, with or without further processing" not relevant to the claims and defenses in the litigation.

4. Ms. Adams objects to the definition of the term "Ex Vessel" on the grounds that the definition is vague, ambiguous, and not reasonably calculated to lead to the discovery of admissible

1 evidence, specifically with respect to “fresh commercial seafood” where “commercial seafood” is
 2 undefined.

3 5. Ms. Adams objects to the definition of the term “Ex Vessel Price” on the grounds
 4 that the definition is vague, ambiguous, and not reasonably calculated to lead to the discovery of
 5 admissible evidence, specifically with the incorporation of the definition of Ex Vessel and “fresh
 6 commercial seafood” where “commercial seafood” is undefined.

7 6. Ms. Adams objects to the definition of the term “Out the Back Door” on the grounds
 8 that the definition is vague, ambiguous, and not reasonably calculated to lead to the discovery of
 9 admissible evidence, specifically with respect to “unprocessed Dungeness crab” and purchases of
 10 “Dungeness crab Ex Vessel” that incorporates the vagueness and ambiguity of “Ex Vessel.”

11 7. Ms. Adams objects to the definition of the term “Processed Dungeness Crab” on the
 12 grounds that the definition is vague, ambiguous, and not reasonably calculated to lead to the
 13 discovery of admissible evidence, specifically with respect to “commercial Dungeness crab” and
 14 “cooked”, as well as “Ex Vessel purchase” that incorporates the vagueness and ambiguity of “Ex
 15 Vessel.”

16 8. Ms. Adams objects to the definition of the term “Document” to the extent that it
 17 requires Ms. Adams to conduct searches broader than a reasonable and diligent search of reasonably
 18 accessible files (including electronic files) where responsive information reasonably would be
 19 expected to be found or would impose on her duties and obligations beyond those imposed by the
 20 Federal Rules of Civil Procedure; Local Rules; the Stipulated Protective Order (Dkt. No. 63); any
 21 forthcoming Stipulated Order Regarding Production of Electronically Stored Information and Paper
 22 Documents; or any other order of the Court. Ms. Adams will give this term its ordinary meaning.

23 **REQUEST FOR PRODUCTION NO. 1:**

24 Documents sufficient to show Your ownership interest in any entity, including but not
 25 limited to partnerships, corporations, and limited liability corporations, involved in the Commercial
 26 Dungeness Crab Industry.

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1 **RESPONSE REQUEST FOR PRODUCTION NO. 1:**

2 Ms. Adams incorporates her General Objections and Objections to Definitions. Ms. Adams
3 objects to this request on the grounds that it is vague and ambiguous as to the meeting of the term
4 "Commercial Dungeness Crab Industry" and that term is not defined. Subject to and without
5 waiving the foregoing objections, Ms. Adams responds as follows: Following a reasonable and
6 diligent search, Ms. Adams has no responsive documents in her care, custody or control.

7 **REQUEST FOR PRODUCTION NO. 2:**

8 Documents sufficient to show the duration and nature of Your employment by Hallmark,
9 including by not limited to the date of commencement and date of termination of your employment,
10 all job titles held, the scope of work within each position, and the geographic range over which your
11 employment responsibilities extended.

12 **RESPONSE REQUEST FOR PRODUCTION NO. 2:**

13 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
14 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
15 reasonable and diligent search, Ms. Adams has no responsive documents in her care, custody or
16 control.

17 **REQUEST FOR PRODUCTION NO. 3:**

18 All Communications Concerning the preservation of Documents Concerning the
19 Commercial Dungeness Crab Industry or this Action, including, without limitation, instructions
20 provided by Hallmark or counsel for Hallmark.

21 **RESPONSE REQUEST FOR PRODUCTION NO. 3:**

22 Ms. Adams incorporates her General Objections and Objections to Definitions. Ms. Adams
23 objects to this request on the grounds that it is vague and ambiguous as to the meeting of the term
24 "Commercial Dungeness Crab Industry" and that term is not defined. Subject to and without
25 waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and
26 reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

27 **REQUEST FOR PRODUCTION NO. 4:**

28 All Communications Concerning the destruction of Documents Concerning the Commercial

1 Dungeness Crab Industry or this Action, including, without limitation, instructions provided by
 2 Hallmark or counsel for Hallmark.

3 **RESPONSE REQUEST FOR PRODUCTION NO. 4:**

4 Ms. Adams incorporates her General Objections and Objections to Definitions. Ms. Adams
 5 objects to this request on the grounds that it is vague and ambiguous as to the meaning of the term
 6 “Commercial Dungeness Crab Industry” and that term is not defined. Subject to and without
 7 waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and
 8 reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

9 **REQUEST FOR PRODUCTION NO. 5:**

10 All Communications, including, without limitation, text messages and emails, between You
 11 and any Ex Vessel Dungeness crab Buyer, excluding Hallmark, Concerning the opening of any
 12 Dungeness crab season, sent or received prior to You leaving Your position with Hallmark.

13 **RESPONSE REQUEST FOR PRODUCTION NO. 5:**

14 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 15 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
 16 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
 17 control.

18 **REQUEST FOR PRODUCTION NO. 6:**

19 All Communications, including, without limitation, text messages and emails, between You
 20 and any Ex Vessel Dungeness crab Buyer Concerning the opening of any Dungeness crab season,
 21 sent or received after You left Your position with Hallmark.

22 **RESPONSE REQUEST FOR PRODUCTION NO. 6:**

23 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 24 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
 25 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
 26 control.

27 **REQUEST FOR PRODUCTION NO. 7:**

28 All Communications, including, without limitation, text messages and emails, between You

1 and any Ex Vessel Dungeness crab Buyer, excluding Hallmark, Concerning the closing date of any
 2 Dungeness crab season, sent or received prior to You leaving Your position with Hallmark.

3 **RESPONSE REQUEST FOR PRODUCTION NO. 7:**

4 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 5 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
 6 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
 7 control.

8 **REQUEST FOR PRODUCTION NO. 8:**

9 All Communications, including, without limitation, text messages and emails, between You
 10 and any Ex Vessel Dungeness crab Buyer Concerning the closing date of any Dungeness crab
 11 season, sent or received after You left Your position with Hallmark.

12 **RESPONSE REQUEST FOR PRODUCTION NO. 8:**

13 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 14 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
 15 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
 16 control.

17 **REQUEST FOR PRODUCTION NO. 9:**

18 All Communications, including, without limitation, text messages and emails, between You
 19 and any Ex Vessel Dungeness crab Buyer, excluding Hallmark, concerning any Ex Vessel price for
 20 Dungeness crab, sent or received prior to You leaving Your position with Hallmark.

21 **RESPONSE REQUEST FOR PRODUCTION NO. 9:**

22 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 23 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
 24 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
 25 control.

26 **REQUEST FOR PRODUCTION NO. 10:**

27 All Communications, including, without limitation, text messages and emails, between You
 28 and any Ex Vessel Dungeness crab Buyer Concerning any Ex Vessel price for Dungeness crab, sent

1 or received after You left Your position with Hallmark.

2 **RESPONSE REQUEST FOR PRODUCTION NO. 10:**

3 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 4 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
 5 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
 6 control.

7 **REQUEST FOR PRODUCTION NO. 11:**

8 All Communications, including, without limitation, text messages and emails, between You
 9 and any Ex Vessel Dungeness crab Buyer, excluding Hallmark, Concerning the commercial Ex
 10 Vessel purchase of Dungeness crab, sent or received prior to You leaving Your position with
 11 Hallmark.

12 **RESPONSE REQUEST FOR PRODUCTION NO. 11:**

13 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 14 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
 15 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
 16 control.

17 **REQUEST FOR PRODUCTION NO. 12:**

18 All Communications, including, without limitation, text messages and emails, between You
 19 and any Ex Vessel Dungeness crab Buyer Concerning the commercial Ex Vessel purchase of
 20 Dungeness crab, sent or received after You left Your position with Hallmark.

21 **RESPONSE REQUEST FOR PRODUCTION NO. 12:**

22 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 23 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
 24 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
 25 control.

26 **REQUEST FOR PRODUCTION NO. 13:**

27 All Communications, including, without limitation, text messages and emails, between You
 28 and any Ex Vessel Dungeness crab Buyer, excluding Hallmark, Concerning the supply of

1 Dungeness crab, sent or received prior to You leaving Your position with Hallmark.

2 **RESPONSE REQUEST FOR PRODUCTION NO. 13:**

3 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
4 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
5 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
6 control.

7 **REQUEST FOR PRODUCTION NO. 14:**

8 All Communications, including, without limitation, text messages and emails, between You
9 and any Ex Vessel Dungeness crab Buyer Concerning the supply of Dungeness crab, sent or
10 received after You left Your position with Hallmark.

11 **RESPONSE REQUEST FOR PRODUCTION NO. 14:**

12 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
13 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
14 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
15 control.

16 **REQUEST FOR PRODUCTION NO. 15:**

17 All Communications, including, without limitation, text messages and emails, between You
18 and any Ex Vessel Dungeness crab Buyer, excluding Hallmark, Concerning the demand for
19 Dungeness crab, sent or received prior to You leaving Your position with Hallmark.

20 **RESPONSE REQUEST FOR PRODUCTION NO. 15:**

21 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
22 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
23 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
24 control.

25 **REQUEST FOR PRODUCTION NO. 16:**

26 All Communications, including, without limitation, text messages and emails, between You
27 and any Ex Vessel Dungeness crab Buyer Concerning the demand for Dungeness crab, sent or
28 received after You left Your position with Hallmark.

1 **RESPONSE REQUEST FOR PRODUCTION NO. 16:**

2 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 3 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
 4 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
 5 control.

6 **REQUEST FOR PRODUCTION NO. 17:**

7 All Communications, including, without limitation, text messages and emails, between You
 8 and any Ex Vessel Dungeness crab Buyer, excluding Hallmark, sent or received prior to You
 9 leaving Your position with Hallmark, that are not responsive to Requests Nos. 5, 7, 9, 11, 13, or 15.

10 **RESPONSE REQUEST FOR PRODUCTION NO. 17:**

11 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 12 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
 13 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
 14 control.

15 **REQUEST FOR PRODUCTION NO. 18:**

16 All Communications, including, without limitation, text messages and emails, between You
 17 and any Ex Vessel Dungeness crab Buyer, sent or received prior to You leaving Your position with
 18 Hallmark, that are not responsive to Requests Nos. 6, 8, 10, 12, 14, or 16.

19 **RESPONSE REQUEST FOR PRODUCTION NO. 18:**

20 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 21 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
 22 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
 23 control.

24 **REQUEST FOR PRODUCTION NO. 19:**

25 All Communications, including, without limitation, text messages and emails, between You
 26 and any Crabber Concerning the opening of any commercial Dungeness crab fishery, sent or
 27 received prior to You leaving Your position with Hallmark.

28 / / /

1 **RESPONSE REQUEST FOR PRODUCTION NO. 19:**

2 Ms. Adams incorporates her General Objections and Objections to Definitions. Ms. Adams
 3 objects to the request on the grounds it is vague and ambiguous as to the meaning of the term
 4 “commercial Dungeness crab fishery” and that term is not defined. Subject to and without waiving
 5 the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable
 6 search, Ms. Adams has no responsive documents in her care, custody or control.

7 **REQUEST FOR PRODUCTION NO. 20:**

8 All Communications, including, without limitation, text messages and emails, between You
 9 and any Crabber Concerning the opening of any commercial Dungeness crab fishery, sent or
 10 received after You left Your position with Hallmark.

11 **RESPONSE REQUEST FOR PRODUCTION NO. 20:**

12 Ms. Adams incorporates her General Objections and Objections to Definitions. Ms. Adams
 13 objects to the request on the grounds it is vague and ambiguous as to the meaning of the term
 14 “commercial Dungeness crab fishery” and that term is not defined. Subject to and without waiving
 15 the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable
 16 search, Ms. Adams has no responsive documents in her care, custody or control.

17 **REQUEST FOR PRODUCTION NO. 21:**

18 All Communications, including, without limitation, text messages and emails, between You
 19 and any Crabber Concerning the closing date of any commercial Dungeness crab fishery, sent or
 20 received prior to You leaving Your position with Hallmark.

21 **RESPONSE REQUEST FOR PRODUCTION NO. 21:**

22 Ms. Adams incorporates her General Objections and Objections to Definitions. Ms. Adams
 23 objects to the request on the grounds it is vague and ambiguous as to the meaning of the term
 24 “commercial Dungeness crab fishery” and that term is not defined. Subject to and without waiving
 25 the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable
 26 search, Ms. Adams has no responsive documents in her care, custody or control.

27 **REQUEST FOR PRODUCTION NO. 22:**

28 All Communications, including, without limitation, text messages and emails, between You

1 and any Crabber Concerning the closing date of any commercial Dungeness crab fishery, sent or
 2 received after You left Your position with Hallmark.

3 **RESPONSE REQUEST FOR PRODUCTION NO. 22:**

4 Ms. Adams incorporates her General Objections and Objections to Definitions. Ms. Adams
 5 objects to the request on the grounds it is vague and ambiguous as to the meaning of the term
 6 “commercial Dungeness crab fishery” and that term is not defined. Subject to and without waiving
 7 the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable
 8 search, Ms. Adams has no responsive documents in her care, custody or control.

9 **REQUEST FOR PRODUCTION NO. 23:**

10 All Communications, including, without limitation, text messages and emails, between You
 11 and any Crabber Concerning the commercial Ex Vessel purchase of Dungeness crab, sent or
 12 received prior to You leaving Your position with Hallmark.

13 **RESPONSE REQUEST FOR PRODUCTION NO. 23:**

14 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 15 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
 16 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
 17 control.

18 **REQUEST FOR PRODUCTION NO. 24:**

19 All Communications, including, without limitation, text messages and emails, between You
 20 and any Crabber Concerning the commercial Ex Vessel purchase of Dungeness crab, sent or
 21 received after You left Your position with Hallmark.

22 **RESPONSE REQUEST FOR PRODUCTION NO. 24:**

23 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 24 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
 25 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
 26 control.

27 **REQUEST FOR PRODUCTION NO. 25:**

28 All Communications, including, without limitation, text messages and emails, between You

1 and any Crabber Concerning the Ex Vessel Price of Dungeness crab, sent or received prior to You
 2 leaving Your position with Hallmark.

3 **RESPONSE REQUEST FOR PRODUCTION NO. 25:**

4 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 5 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
 6 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
 7 control.

8 **REQUEST FOR PRODUCTION NO. 26:**

9 All Communications, including, without limitation, text messages and emails, between You
 10 and any Crabber Concerning the Ex Vessel Price of Dungeness crab, sent or received after you left
 11 Your position with Hallmark.

12 **RESPONSE REQUEST FOR PRODUCTION NO. 26:**

13 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 14 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
 15 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
 16 control.

17 **REQUEST FOR PRODUCTION NO. 27:**

18 All Communications, including, without limitation, text messages and emails, between You
 19 and any Crabber Concerning the supply of Dungeness crab, sent or received prior to you leaving
 20 Your position with Hallmark.

21 **RESPONSE REQUEST FOR PRODUCTION NO. 27:**

22 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 23 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
 24 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
 25 control.

26 **REQUEST FOR PRODUCTION NO. 28:**

27 All Communications, including, without limitation, text messages and emails, between You
 28 and any Crabber Concerning the supply of Dungeness crab, sent or received after You left Your

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1 position with Hallmark.

2 **RESPONSE REQUEST FOR PRODUCTION NO. 28:**

3 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
4 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
5 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
6 control.

7 **REQUEST FOR PRODUCTION NO. 29:**

8 All Communications, including, without limitation, text messages and emails, between You
9 and any Crabber Concerning the demand for Dungeness crab, sent or received prior to you leaving
10 Your position with Hallmark.

11 **RESPONSE REQUEST FOR PRODUCTION NO. 29:**

12 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
13 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
14 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
15 control.

16 **REQUEST FOR PRODUCTION NO. 30:**

17 All Communications, including, without limitation, text messages and emails, between You
18 and any Crabber Concerning the demand for Dungeness crab, sent or received after You left Your
19 position with Hallmark.

20 **RESPONSE REQUEST FOR PRODUCTION NO. 30:**

21 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
22 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
23 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
24 control.

25 **REQUEST FOR PRODUCTION NO. 31:**

26 All Communications, including, without limitation, text messages and emails, between You
27 and any Crabber, sent or received prior to You leaving Your position with Hallmark, that are not
28 responsive to Requests Nos. 19, 21, 23, 25, 27, and 29.

1 **RESPONSE REQUEST FOR PRODUCTION NO. 31:**

2 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 3 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
 4 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
 5 control.

6 **REQUEST FOR PRODUCTION NO. 32:**

7 All Communications, including, without limitation, text messages and emails, between You
 8 and any Crabber, sent or received prior to You leaving Your position with Hallmark, that are not
 9 responsive to Requests Nos. 20, 22, 24, 26, 28, or 30.

10 **RESPONSE REQUEST FOR PRODUCTION NO. 32:**

11 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 12 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
 13 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
 14 control.

15 **REQUEST FOR PRODUCTION NO. 33:**

16 All Communications, including, without limitation, text messages and emails, between You
 17 and Hallmark Concerning the Ex Vessel prices being offered by other Buyers for Dungeness crab,
 18 sent or received prior to You leaving Your position with Hallmark.

19 **RESPONSE REQUEST FOR PRODUCTION NO. 33:**

20 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 21 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
 22 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
 23 control.

24 **REQUEST FOR PRODUCTION NO. 34:**

25 All Communications, including, without limitation, text messages and emails, between You
 26 and Hallmark Concerning the Ex Vessel prices being offered by other Buyers for Dungeness crab,
 27 sent or received after You left Your position with Hallmark.

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1 **RESPONSE REQUEST FOR PRODUCTION NO. 34:**

2 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 3 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
 4 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
 5 control.

6 **REQUEST FOR PRODUCTION NO. 35:**

7 All Communications, including, without limitation, text messages and emails, between You
 8 and Hallmark Concerning the purchase of Dungeness crab by other Buyers, sent or received prior to
 9 You leaving Your position with Hallmark.

10 **RESPONSE REQUEST FOR PRODUCTION NO. 35:**

11 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 12 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
 13 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
 14 control.

15 **REQUEST FOR PRODUCTION NO. 36:**

16 All Communications, including, without limitation, text messages and emails, between You
 17 and Hallmark Concerning the purchase of Dungeness crab by other Buyers, sent or received after
 18 You left Your position with Hallmark.

19 **RESPONSE REQUEST FOR PRODUCTION NO. 37:**

20 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 21 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
 22 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
 23 control.

24 **REQUEST FOR PRODUCTION NO. 37:**

25 All Communications, including, without limitation, text messages and emails, between You
 26 and Hallmark Concerning any decision to not do business with any Crabber, including by not
 27 limited to buying Dungeness crab or other commercial seafood, selling bait, selling ice, allowing
 28 use of hoists, sent or received prior to You leaving Your position with Hallmark.

1 **RESPONSE REQUEST FOR PRODUCTION NO. 37:**

2 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
3 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
4 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
5 control.

6 **REQUEST FOR PRODUCTION NO. 38:**

7 All Communications, including, without limitation, text messages and emails, between You
8 and Hallmark Concerning any decision to not do business with any Crabber, including by not
9 limited to buying Dungeness crab or other commercial seafood, selling bait, selling ice, allowing
10 use of hoists, sent or received after You left Your position with Hallmark.

11 **RESPONSE REQUEST FOR PRODUCTION NO. 38:**

12 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
13 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
14 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
15 control.

16 **REQUEST FOR PRODUCTION NO. 39:**

17 All Communications, including, without limitation, text messages and emails, Concerning
18 Triple G Seafood, Ozzie Gregorio, and/or the owners, employees, agents or representatives of
19 Triple G Seafood, sent or received prior to You leaving Your position with Hallmark.

20 **RESPONSE REQUEST FOR PRODUCTION NO. 39:**

21 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
22 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
23 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
24 control.

25 **REQUEST FOR PRODUCTION NO. 40:**

26 All Communications, including, without limitation, text messages and emails, Concerning
27 Triple G Seafood, Ozzie Gregorio, and/or the owners, employees, agents or representatives of
28 Triple G Seafood, sent or received after you left Your position with Hallmark.

1 **RESPONSE REQUEST FOR PRODUCTION NO. 40:**

2 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 3 and without waiving the foregoing objections, Ms. Adams will produce all responsive documents in
 4 her care, custody or control.

5 **REQUEST FOR PRODUCTION NO. 41:**

6 All Communications, including, without limitation, text messages and emails, with Triple G
 7 Seafood, Ozzie Gregorio, and/or the owners, employees, agents or representatives of Triple G
 8 Seafood, sent or received prior to You leaving Your position with Hallmark.

9 **RESPONSE REQUEST FOR PRODUCTION NO. 41:**

10 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 11 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
 12 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
 13 control.

14 **REQUEST FOR PRODUCTION NO. 42:**

15 All Communications, including, without limitation, text messages and emails, with Triple G
 16 Seafood, Ozzie Gregorio, and/or the owners, employees, agents or representatives of Triple G
 17 Seafood, sent or received after you left Your position with Hallmark.

18 **RESPONSE REQUEST FOR PRODUCTION NO. 42:**

19 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 20 and without waiving the foregoing objections, Ms. Adams will produce all responsive documents in
 21 her care, custody or control.

22 **REQUEST FOR PRODUCTION NO. 43:**

23 All Communications, including, without limitation, text messages and emails, between You
 24 and Nor-Cal Seafoods or Kevin Lee Concerning Crabbers selling Dungeness crab to Buyers other
 25 than Hallmark or Nor-Cal Seafoods in Port Orford, sent or received prior to You leaving Your
 26 position with Hallmark.

27 **RESPONSE REQUEST FOR PRODUCTION NO. 43:**

28 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to

1 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
 2 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
 3 control.

4 **REQUEST FOR PRODUCTION NO. 44:**

5 All Communications, including, without limitation, text messages and emails, between You
 6 and Nor-Cal Seafoods or Kevin Lee Concerning Crabbers selling Dungeness crab to Buyers other
 7 than Hallmark or Nor-Cal Seafoods in Port Orford, sent or received after You left Your position
 8 with Hallmark.

9 **RESPONSE REQUEST FOR PRODUCTION NO. 44:**

10 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 11 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
 12 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
 13 control.

14 **REQUEST FOR PRODUCTION NO. 45:**

15 All Communications, including, without limitation, text messages and emails, between You
 16 and Nor-Cal Seafoods or Kevin Lee Concerning Buyers other than Hallmark or Nor-Cal Seafoods
 17 making Ex Vessel purchases in Port Orford, sent or received prior to You leaving Your position
 18 with Hallmark.

19 **RESPONSE REQUEST FOR PRODUCTION NO. 45:**

20 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
 21 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
 22 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
 23 control.

24 **REQUEST FOR PRODUCTION NO. 46:**

25 All Communications, including, without limitation, text messages and emails, between You
 26 and Nor-Cal Seafoods or Kevin Lee Concerning Buyers other than Hallmark or Nor-Cal Seafoods
 27 making Ex Vessel purchases in Port Orford, sent or received after You left Your position with
 28 Hallmark.

1 RESPONSE REQUEST FOR PRODUCTION NO. 46:

2 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
3 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
4 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
5 control.

6 REQUEST FOR PRODUCTION NO. 47:

7 All Communications, including, without limitation, text messages and emails,
8 Concerning Joel Purkey, sent or received prior to You leaving Your position with Hallmark.

9 RESPONSE REQUEST FOR PRODUCTION NO. 47:

10 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
11 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
12 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
13 control.

14 REQUEST FOR PRODUCTION NO. 48:

15 All Communications, including, without limitation, text messages and emails,
16 Concerning Joel Purkey, sent or received after You left Your position with Hallmark.

17 RESPONSE REQUEST FOR PRODUCTION NO. 48:

18 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
19 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
20 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
21 control.

22 REQUEST FOR PRODUCTION NO. 49:

23 All Communications, including, without limitation, text messages and emails, with Joel
24 Purkey, sent or received prior to You leaving Your position with Hallmark.

25 RESPONSE REQUEST FOR PRODUCTION NO. 49:

26 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
27 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
28 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or

1 control.

2 **REQUEST FOR PRODUCTION NO. 50:**

3 All Communications, including, without limitation, text messages and emails, with Joel
4 Purkey, sent or received after You left Your position with Hallmark.

5 **RESPONSE REQUEST FOR PRODUCTION NO. 50:**

6 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
7 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
8 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
9 control.

10 **REQUEST FOR PRODUCTION NO. 51:**

11 All communications Concerning This Action, including but not limited to the allegations
12 made in it, sent or received prior to You leaving Your position with Hallmark.

13 **RESPONSE REQUEST FOR PRODUCTION NO. 51:**

14 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
15 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
16 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
17 control.

18 **REQUEST FOR PRODUCTION NO. 52:**

19 All communications Concerning This Action, including but not limited to the allegations
20 made in it, sent or received after You left Your position with Hallmark.

21 **RESPONSE REQUEST FOR PRODUCTION NO. 52:**

22 Ms. Adams incorporates her General Objections and Objections to Definitions. Ms. Adams
23 objects to this request on the grounds that it seeks documents protected by the attorney-client
24 privilege, attorney work product doctrine, or other privileges. Subject to and without waiving the
25 foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search,
26 Ms. Adams has no non-privileged, responsive documents in her care, custody or control.

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1 Dated: May 14, 2025

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weintraub tobin chediak coleman grodin
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By: /s/ W. Scott Cameron
W. Scott Cameron

*Attorneys for Non-Party
Crystal Adams*

PROOF OF SERVICE

I, the undersigned, declare:

I am a citizen of the United States, employed in the City and County of Sacramento, California. My business address is 400 Capitol Mall, 11th Floor, Sacramento, California 95814 and my email address is daguillen@weintraub.com. I am over the age of 18 years and not a party to the within action.

On the date below, I caused to be served the attached, and all exhibits thereto:

RESPONSE TO SUBPOENAS TO CRYSTAL ADAMS

[X] (VIA EMAIL) I caused each such document to be sent by electronic mail to the addressees at the email addresses listed below.

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 42 Pacific Seafood – Charleston, LLC, Pacific
 43 Seafood – Warrenton, LLC, Pacific
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14 I declare under the penalty of perjury under the laws of the United States of America and the
15 State of California that the foregoing is true and correct. Executed at Sacramento, California, on
16 May 14, 2025.

17 
18 Deseree Aguillen

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weintraub tobin chediak coleman grodin
law corporation